



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF INSPECTOR GENERAL

DATE: JULY 6, 2020

PREPARED BY: (b) (6), (b) (7)(C)

CASE #: OI-AT-2020-ADM-0018

CROSS REFERENCE #:

TITLE: (b) (6), (b) (7)(C) ES-00, (b) (6), (b) (7)(C)

CASE CLOSING REPORT

Subject(s)	Location	Other Data
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	ES-00 (b) (6), (b) (7)(C)

VIOLATION(S):

5 C.F.R. § 2635.101(b) (8) & (b) (14) - Basic Obligation of Public Service

ALLEGATION:

(b) (6), (b) (7)(C) directed, influenced or attempted to influence contract awards benefiting Black & Veatch, an EPA Region 4 contractor.

FINDINGS:

During the course of this investigation, OIG-OI interviewed (b) (6) staff members from the (b) (6), (b) (7)(C) Divisions. Statements obtained during these interviews revealed:

Generally, Superfund activities fell within one of three types: emergency response, removal, and remediation. Emergency response and Removal actions were managed by On-Scene Coordinators (OSC) and remedial actions was managed by Remedial Project Managers (RPM). Different contract award mechanisms were utilized for activities associated with each type of action: Emergency and Rapid Response Services (ERRS) contracts for emergency response, Superfund Technical Assessment and Response Team (START) contracts for removal activities, and Remedial Action Contracts (RAC) for remediation activities. It was not unusual for two different types of actions to be conducted

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contemporaneously at a site. Therefore, OSCs and RPMs often shared resources (i.e. contractors) and information.

EPA Region 4 utilized two RACs. RACs were multiple year awards, typically 5 years with the option for an additional 5 years. Black & Veatch had been awarded multiple RACs awards and served as a RAC contractor within EPA Region 4 for approximately 20 years. Currently, EPA Region 4 has two RAC contractors, Black & Veatch and Versar. Black & Veatch was considered a “full service” RAC and therefore received the greatest number of awards. (b) (6), (b) (7)(C), (b) (5)
Both RACs expire during the summer of 2020.

Circa 2018, EPA Region 4 began its transition from RAC to the Remedial Action Framework (RAF) as its contract award mechanism. (b) (5)

(b) (5)

(b) (5)

(b) (5)

Statements from personnel interviewed by OIG revealed that (b) (6), (b) (7)(C), (b) (5)

(b) (5)

(b) (6), (b) (7)(C), (b) (5)

(b) (6), (b) (7)(C) issued an “edict” instructing RPMs to cease utilization of ERRS/START contractors, as well as the Army Corps of Engineers (ACE), to perform remediation related activities. (b) (6), (b) (7)(C) instructed RPMs to terminate any active contract involving an ERRS or START contractor performing remediation, vs response activities, and re-award the task order under RAC. (b) (6), (b) (7)(C) that all task orders associated with remediation activities would be awarded to a RAC.

(b) (6), (b) (7)(C), (b) (5)

Statements collected during this investigation revealed that (b) (6) “edict” adversely affected at least 3 Superfund sites. These sites were identified as Post and Lumber Preserving Company Inc Superfund site, CTS of Asheville Inc. Superfund site, and Petroleum Products Corporation Superfund Site. The effects for (b) (6) “edict” were described as:

- Post and Lumber (b) (6), (b) (7)(C) selected the START contractor already conducting operations at the location to perform the site’s Remedial Investigation and Feasibility Study (RI/FS). The START contractor was 6 to 8 months into performing the activity when (b) (6) ordered the termination of the award. (b) (6) ordered the termination without input from or contact with (b) (6), (b) (7)(C). (b) (6) prepared a memorandum and spreadsheet of costs justifying the retention of the START contractor. These items were submitted to (b) (6) through (b) (6) supervisor but did not sway (b) (6) decision. As a result, the START task order was terminated and a new task order was written and awarded to Black & Veatch under RAC. Once awarded the task order, Black & Veatch refused to accept the work plan implemented by the START contractor and all work at the site “started from scratch.” This switch to Black & Veatch increased the costs of the project and set back remediation activities at the site approximately 1 year.
- CTS of Asheville – (b) (6), (b) (7)(C) elected to retain the START contractor already involved at site for removal actions associated with the remediation activities.

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(b) (6), (b) (7)(C) reported that the START contractor was qualified to perform the tasks and identified the START contractor as a Disadvantaged Business Enterprise. When (b) (6), (b) (7)(C) attempted to add money to START's task order for the activities, it was denied based on (b) (6), (b) (7)(C) edict. Instead, (b) (6), (b) (7)(C) was directed to utilize Black & Veatch for activities at the site. This action delayed the work being performed at the site.

- Petroleum Products – (b) (6), (b) (7)(C) was utilizing ACE for remedial activities at the site. (b) (6), (b) (7)(C) was informed that “management” performed a review of each Superfund site and decided to terminate the contract with ACE and re-award the task order to a RAC contractor. Once ACE reached a stopping point, their contract was terminated and re-awarded to Black & Veatch. Black & Veatch accepted the draft work plan created by ACE and worked with ACE in finalizing the work plan. This inclusion of Black & Veatch smoothed the transition in contractors. However, the transition to a different contractor delayed work at the site 4 to 6 months.

(b) (6), (b) (7)(C) reasoning for issuing the “edict” as: By utilizing ERRS/START/ACE for remedial activities that should be conducted under RAC, the RPMs were “changing the process” and just “doing it the easy way.” Therefore, (b) (6), (b) (7)(C) issued (b) (6), (b) (7)(C) “edict” to get Superfund realigned with the process.

(b) (6), (b) (7)(C), (b) (5)

(b) (6), (b) (7)(C), (b) (5)

Prior to issuing (b) (6), (b) (7)(C) “edict,” (b) (6), (b) (7)(C) spoke with (b) (6), (b) (7)(C). According to (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) advised (b) (6), (b) (7)(C), (b) (5) that the use of START contractors for remediation activities was within the scope of that funding mechanism and that ERRS contracts were also an appropriate funding mechanism for remedial activities in certain situations. Specifically, (b) (6), (b) (7)(C) noted that ERRS should be limited to activities were “simple” or

“blue collar” (e.g. dig and haul). If the remedial project was more complex or “engineering centric”, (b) (6), (b) (7)(C) concurred that RAC was the proper funding mechanism for the action.

Despite (b) (6), (b) (7)(C) confirmation that START, and ERRS in certain circumstances, were appropriate mechanisms to fund remedial activities, (b) (6), (b) (7)(C) directed RPMs to limit the funding of all remedial activities to RAC. In addition to new contract awards being considered/proposed, (b) (6), (b) (7)(C) order directed RPMs to terminate existing/on-going START/ERRS remedial contracts and re-award task orders under RAC. (b) (6), (b) (7)(C), (b) (5)

(b) (6), (b) (7)(C), (b) (5)

(b) (6), (b) (7)(C), (b) (5)

- (b) (6), (b) (7)(C), (b) (5)
- (b) (6), (b) (7)(C), (b) (5)
- (b) (6), (b) (7)(C), (b) (5)
- (b) (6), (b) (7)(C), (b) (5)

(b) (6), (b) (7)(C), (b) (5)

- (b) (6), (b) (7)(C), (b) (5)

(b) (6), (b) (7)(C), (b) (5)

During this investigation, it was learned that (b) (6), (b) (7)(C) retired from EPA in (b) (6), (b) (7)(C). Because no evidence of criminal wrongdoing was established, (b) (6), (b) (7)(C) was not interviewed as part of this investigation.

DISPOSITION:

Evidence collected during this investigation found that (b) (6), (b) (7)(C) actions, specifically (b) (6), (b) (7)(C) “edict”, directly led to contract awards being directed to Black & Veatch. Further, (b) (6), (b) (7)(C) “edict” proved inefficient and more costly to the government than other available contracting actions in several circumstances. However, statements from contracting officials upheld (b) (6), (b) (7)(C) actions as within (b) (6), (b) (7)(C) authority and established contracting procedures. Therefore, this investigation identified no evidence of criminal wrongdoing by (b) (6), (b) (7)(C).

Evidence gathered during this investigation supported a finding that (b) (6), (b) (7)(C) actions gave an appearance of a bias in favor of Black & Veatch. However, (b) (6), (b) (7)(C) retired from federal service prior to the completion of this investigation and therefore, not subject to disciplinary action for this appearance of bias.

No further action is anticipated, and this investigation will be closed.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF INSPECTOR GENERAL
61 FORSYTH STREET, SW
ATLANTA, GA 30303

CASE #: OI-AT-2020-ADM-0045

CROSS REFERENCE #: N/A

TITLE: (b) (6), (b) (7)(C) GS-15, (b) (6), (b) (7)(C)

INTERVIEWEE (if applicable): N/A

PREPARED BY: SA (b) (6)

MEMORANDUM OF ACTIVITY
OTHER

COMPLAINT: On January 22, 2020, the EPA-OIG Atlanta Field Office received a hotline complaint regarding an allegation of employee misconduct (b) (6), (b) (7)(C). The complaint alleges that employee (b) (6), (b) (7)(C) has been incarcerated since December of 2018 and that (b) (6) instructs managers to "fix" (falsify) (b) (6), (b) (7)(C) time sheet. (b) (6), (b) (7)(C), (b) (3)

BACKGROUND: The EPA, Office of Inspector General maintains jurisdiction to investigate wire fraud, theft, and EPA employee misconduct.

INVESTIGATIVE FINDINGS: Special Agents from the EPA-OIG, Office of Investigations, Atlanta Field Office, conducted interviews and document reviews. (b) (6), (b) (7)(C) was suspended for alcohol related incidents. (b) (6), (b) (7)(C) was arrested three times for driving under the influence of alcohol. (b) (6), (b) (7)(C) was placed on probation for twelve months and ordered to complete 240 hours of community service. (b) (6) was subsequently arrested twice for violating the terms of (b) (6) probation and was incarcerated at the (b) (6), (b) (7)(C). (b) (6) was subsequently ordered to attend an inpatient rehabilitation program (b) (6), (b) (7)(C)

CASE:
OI-AT-2020-ADM-0045

DATE OF ACTIVITY:
August 20, 2020

INTERVIEWEE (if applicable):
N/A

DRAFTED DATE:
August 20, 2020

AGENT(S):
SA (b) (6)

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A review of (b) (6) official time sheets showed that (b) (6) received one week of regular pay while (b) (6) was incarcerated (b) (6), (b) (7)(C). (b) (6) time sheet was certified using an administrative EPA headquarters code associated with the 2019 US Government shutdown. (b) (6) denied any knowledge of the pay issue and agreed to re-pay the funds.

(b) (6) applied for and received hours from the EPA Voluntary Leave Bank. (b) (6), (b) (7)(C)

A review of (b) (6) time sheets showed that (b) (6) received (b) (6) salary for one week during the time that (b) (6) was incarcerated (b) (6), (b) (7)(C). (b) (6), (b) (7)(C)

An interview was conducted with the EPA Leave Bank Board members, who would not state whether (b) (6) was entitled to leave bank hours during (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), (b) (5)

In October of 2020, (b) (6) was approved to use medical telework from the rehabilitation center (b) (6), (b) (7)(C). According to provisions in the EPA employee's Collective Bargaining Agreement, a period of one year of medical telework is allowed at the discretion of an employee's managers. A review of the Federal Code of Regulations showed that (b) (6) is entitled to (b) (6), (b) (7)(C) locality pay (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) EPA (b) (6), (b) (7)(C) corrected (b) (6), (b) (7)(C) time sheet to collect the \$2,104 that was mistakenly received. The Department of the Interior, EPA's payroll provider, subsequently issued (b) (6) a debt letter to collect the funds.

RECOMMENDATION:

This investigation did not reveal any information to support the alleged employee misconduct. (b) (6) has been issued a debt letter to collect funds (b) (6), (b) (7)(C) mistakenly received. No further pertinent investigative activities remain, and it is recommended this investigation be closed.

CASE:
OI-AT-2020-ADM-0045

DATE OF ACTIVITY:
August 20, 2020

INTERVIEWEE (if applicable):
N/A

DRAFTED DATE:
August 20, 2020

AGENT(S):
SA (b) (6)

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ATTACHMENTS:

None

CASE:
OI-AT-2020-ADM-0045

DATE OF ACTIVITY:
August 20, 2020

INTERVIEWEE (if applicable):
N/A

DRAFTED DATE:
August 20, 2020

AGENT(S):
SA (b) (6)

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF INSPECTOR GENERAL
1301 CONSTITUTION AVE, NW
WASHINGTON, DC 20004

February 19, 2020

MEMORANDUM

SUBJECT: (b) (6), (b) (7)(C) GS-15, (b) (6), (b) (7)(C)
Case No. OI-CH-2019-ADM-0026

FROM: Helina Wong, Assistant Inspector General *Helina Wong*
Office of Investigations

TO: (b) (6), (b) (7)(C)

RESTRICTED INFORMATION

The Office of Investigations, EPA Office of Inspector General, conducted an administrative investigation of alleged government purchase card misuse (b) (6), (b) (7)(C). Our investigation found (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) were purchase card holders, who were instructed (b) (6), (b) (7)(C) to split purchase costs for the installation of an EV Charging Station. Furthermore, our investigation revealed inconclusive information relating to the (b) (6), (b) (7)(C) involvement.

This information is submitted for your consideration and decision as to whether administrative action is warranted. In considering administrative action, your attention is directed to the U.S. Environmental Protection Agency Conduct and Discipline Manual, EPA Order 3120.1, which prescribes policies for administering disciplinary action within the agency. The manual contains a list of offenses with suggested penalties, although the list of offenses is not intended to be all-inclusive. For offenses not listed, penalties may be imposed consistent with penalties contained in the manual for offenses of comparable gravity.

The information in the Conduct and Discipline Manual is provided to assist you in determining what action, if any, is warranted; however, it does not constitute a "charge" against the subject(s). It is the responsibility of the action official alone to evaluate the information in the report and decide whether action under any part of the Conduct and Discipline Manual is appropriate.

So that we may satisfy our reporting requirement to Congress and the Administrator, please advise this office within 60 days of the action taken or proposed by you in this matter. This report is "For Official Use Only" and its disclosure to unauthorized individuals is prohibited. The report may be used by appropriate officials for administrative action.

A copy of this transmittal letter and the report are also being sent to Wendy Blake, Associate General Counsel, Office of General Counsel. It is recommended that you confer with the Office of General Counsel to ensure that any penalty imposed is appropriate and equitable. It is also recommended that you contact the Office of Human Resources for any necessary guidance about personnel regulations.

Should you have any questions regarding the investigative report, please contact Special Agent (b) (6), (b) (7) at (b) (6), (b) (7)(C).



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF THE INSPECTOR GENERAL
OFFICE OF INVESTIGATIONS
77 W. JACKSON BLVD.
CHICAGO, IL 60604

REPORT OF INVESTIGATION CONCERNING

(b) (6), (b) (7)(C) GS-15, (b) (6), (b) (7)(C)

OI-CH-2019-ADM-0026

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Distribution:

Submitted by:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Special Agent
Office of Investigations

With Exhibits

(b) (6), (b) (7)(C)

Wendy Blake
U.S. Environmental Protection Agency
Associate General Counsel
Office of General Counsel

Assistant Special Agent in Charge
Chicago Field Office
Office of Investigations

Reviewed by:

2/19/2020

Helina Wong
Assistant Inspector General
Office of Investigations

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OFFICE OF INSPECTOR GENERAL
OFFICE OF INVESTIGATIONS

CASE NO.: OI-CH-2019-ADM-0026 **DATE OPENED:** November 27, 2018

CASE TITLE: (b) (6), (b) (7)(C) GS-15, (b) (6), (b) (7)(C) **CASE AGENT:** (b) (6), (b) (7)(C)

CASE CATEGORY: Employee Integrity **OFFICE:** Chicago

JOINT AGENCIES: None **JURISDICTION:** (b) (6), (b) (7)(C)

SECTION A – NARRATIVE

Introduction

On September 30, 2018, the U.S. Environmental Protection Agency (EPA), Office of Inspector General (OIG), Office of Investigations (OI), Chicago Field Office (CFO), (b) (6), (b) (7)(C), (b) (3) alleging government purchase card misuse

(b) (6), (b) (7)(C), (b) (3) provided information stating that (b) (6), (b) (7)(C), (b) (3) are purchase card holders, who were instructed by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) to split purchase costs for the installation of an EV Charging Station.

This case was opened to investigate the source used to fund the installation of the EV Charging Station, determine if split purchases were made to fund the installation of the EV Charging Station (b) (6) and investigate whether any employee misconduct involving the purchase cards occurred. (Exhibit 1)

Possible Administrative Violations

EPA Acquisition Guide (EPAAG) 13.3.1.14, *Purchase Guidelines*

EPA Order 3120.1, Appendix- Table of Offenses and Penalties:

(46)(a) Violation of applicable Federal (e.g. OMB, Treasury, GSA, EPA) resources management laws, rules, or regulations by an individual occupying a position where knowledge of such resources management laws, rules, or regulations is required by the position;

(46)(b) Advising or ordering a subordinate to violate applicable Federal (e.g., OMB, Treasury, GSA, EPA) resources management laws, rules, or regulations.

Synopsis

Purchase card holders (b) (6), (b) (7)(C) have a single purchase limit of \$3,500. Per the Environmental Protection Agency Acquisition Guide (EPAAG) 13.3.1.14(b), purchase card holders “shall not split requirements to circumvent single purchase limits or to avoid any required approvals. It is improper for organizations and cardholders to take large requirements that are clearly known in advance and break them into smaller requirements to be acquired over time through a series of purchase card orders either by a single card holder (CH) or a number of CHs.” The facts obtained from interviews and a review of emails and documents during this investigation support the allegations that (b) (6), (b) (7)(C) directed (b) (6), (b) (7)(C) to split up requirements for the installation of an EV Charging Station into smaller purchase card charges that could be obtained through government purchase cards. The allegation that (b) (6), (b) (7)(C) directed that these purchases be split was not supported.

(b) (6), (b) (7)(C)

(Exhibit 2)

Details

Investigation Disclosed Allegations Supported

Allegation #1: In order to get the Electronic Vehicle (EV) Charging Station installed, (b) (6), (b) (7)(C) directed and authorized split charges using government purchase cards.

Allegation #1 Findings: Supported. (b) (6), (b) (7)(C) confirmed (b) (6), (b) (7)(C) directed and authorized them to break the requirements for the installation of the EV Charging Station into smaller segments so that the items could be purchased using government purchase cards.

Allegation #1 Investigative Results:

(b) (6), (b) (7)(C) received the quotes and bids from contractors to do the install, which included electrical, concrete, trenching, and landscaping maintenance. (b) (6), (b) (7)(C) submitted those (b) (6), (b) (7)(C), and requested a contract be used to do the install. (b) (6), (b) (7)(C), (b) (5)

(Exhibit 3)

According to (b) (6), (b) (7)(C), (b) (5)

(b) (6), (b) (7)(C) stated to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) knew this to be wrong and a misuse of the purchase card, but (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) believed (b) (6), (b) (7)(C), (b) (5)

(b) (6), (b) (7)(C), (b) (5) had done this multiple times in the past. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) still believed this was wrong. (b) (6), (b) (7)(C) and said (b) (6), (b) (7)(C) would approve the use of the card for the installation of the EV Charging Station. Continuing, (b) (6), (b) (7)(C) explained some of the individual line items that were purchased and explained that several of the purchases were at the \$3,500 purchase card threshold. (b) (6), (b) (7)(C) also stated that (b) (6), (b) (7)(C) directed purchases to be made on certain days to avoid issues with audits of the purchase card system. (Exhibit 3-4)

(b) (6), (b) (7)(C) stated that (b) (6) knew it was wrong to use the government purchase card to pay for the installation of the EV Charging Station. However, (b) (6), (b) (7)(C) admitted to being directed by (b) (6), (b) (7)(C) to pay the card limit of \$3,500 for concrete and another \$3,500 for ground maintenance to repair the grass where trench work was done to run the electrical conduit in June 2017. (b) (6), (b) (7)(C) records indicate (b) (6), (b) (7)(C) paid \$2,760 for sod and landscaping maintenance. (b) (6), (b) (7)(C) stated to (b) (6), (b) (7)(C) the installation required different tasks be completed, therefore the purchases were okay if they were equal to or less than the purchase card threshold. (Exhibits 5-7)

(b) (6), (b) (7)(C) stated (b) (6) was directed to make purchases related to the EV Charging Station installation by (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) said (b) (6) had no intention of defrauding the government or abusing (b) (6), (b) (7)(C) purchase card authority. (b) (6), (b) (7)(C), (b) (5) (Exhibit 8)

(b) (6), (b) (7)(C) stated that in (b) (6), (b) (7)(C) opinion (b) (6), (b) (7)(C), (b) (5) Looking at the documents which showed the charges for the concrete work, (b) (6), (b) (7)(C) said that it does appear that the concrete work was one job that appeared to be split to meet the \$3,500 purchase card maximum but denied knowing if it was in fact one or two jobs. Continuing, (b) (6), (b) (7)(C) provided historic email messages to the OIG. (Exhibit 9-10)

Allegation #2: (b) (6), (b) (7)(C) used (b) (6), (b) (7)(C) government purchase card to make split purchases related to the installation of the EV Charging Station.

Allegation #2 Findings: Supported. All (b) (6), (b) (7)(C) individuals admitted to splitting up the requirements for the installation of the EV Charging Station into smaller segments in order to (b) (6), (b) (7)(C) to make the payments; however, all (b) (6), (b) (7)(C) individuals asserted that they were directed to do so by (b) (6), (b) (7)(C)

Allegation #2 Investigative Results: (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) government issued purchase card to pay for trenching on June 6, 2017 and paid for additional unforeseen electrical expenses to aid in the start-up required to boot the software which runs the EV Charging Station. (b) (6), (b) (7)(C) stated (b) (6) made purchases in the past for \$3,500 and it was not unusual for expenses related to construction services, which can get expensive. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) viewed this as one project, but each individual service was a different expense, thus (b) (6), (b) (7)(C) did not feel this

was a violation of the cost splitting rule for purchase cards. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) was directed by (b) (6), (b) (7)(C) to make these purchases as part of the EV Charging Station installation project and (b) (6) had no intention of defrauding the government or abusing (b) (6), (b) (7)(C) purchase card authority. (b) (6), (b) (7)(C), (b) (5) (Exhibit 8, 11)

(b) (6), (b) (7)(C) stated the budget for the installation of the EV Charging Station was originally \$25,000. (b) (6), (b) (7)(C) quotes and bids from contractors to do the install, which included electrical, concrete, trenching, and landscaping maintenance. (b) (6), (b) (7)(C) submitted those to (b) (6), (b) (7)(C), and requested a contract be used to do the install. (b) (6), (b) (7)(C), (b) (5)

(Exhibit 3)

(b) (6), (b) (7)(C), (b) (5)

wanted to use the government purchase card to pay for the contractors to do the install. (b) (6), (b) (7)(C) stated to (b) (6), (b) (7)(C) knew this to be wrong and a misuse of the purchase card, but (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) believed the install of trenching, pouring concrete, installing electrical, etc. to be each an individual purchase, or phase, within a larger project. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) had done this multiple times in the past. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) still believed this was wrong. (b) (6), (b) (7)(C) and said (b) (6), (b) (7)(C) would approve the use of the card for the installation of the EV Charging Station. (b) (6), (b) (7)(C) also stated that (b) (6), (b) (7)(C) directed purchases to be made on certain days to avoid issues with audits of the purchase card system. (Exhibit 3)

(b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) knew it was wrong to use the government purchase card to pay for the installation of the EV Charging Station. However, (b) (6), (b) (7)(C) said that it was used to help expedite the installation process and to meet deadlines set by management. (b) (6), (b) (7)(C) admitted to paying the card limit of \$3,500 to pay for concrete and another \$3,500 for ground maintenance to repair the grass where trench work was done to run the electrical conduit in June 2017. Furthermore, (b) (6), (b) (7)(C) had documentation to show where the original bill for the concrete work was going to be \$10,500, which (b) (6), (b) (7)(C) could not pay due to it being over the purchase card limit. Subsequently, (b) (6), (b) (7)(C) received a bill for \$3,500, which is the payment card maximum. (b) (6), (b) (7)(C) made the payment for the concrete, knowing this was a misuse of the payment card; however, (b) (6), (b) (7)(C) stated the installation required different tasks be completed, therefore the purchases were okay if they were equal to or less than the purchase card threshold. (b) (6), (b) (7)(C)

this order from (b) (6), (b) (7)(C) did not seem correct based on the purchase card rules and regulations. (b) (6), (b) (7)(C), (b) (5)

(Exhibit 5-7)

Investigation Disclosed Allegations Inconclusive

Allegation #3: In order to get the Electronic Vehicle (EV) Charging Station installed, (b) (6), (b) (7)(C) directed (b) (6), (b) (7)(C) to authorize the use of purchase cards to expedite the installation process.

Allegation #3 Findings: Not supported. Government purchase card charges for items such as: concrete, trenching equipment rental, electrical installation, electrical materials, power installation costs, ground turf repair were authorized at the purchase card limit of \$3,500 by (b) (6), (b) (7)(C) to install the EV Charging Station. The investigation was inconclusive in regard to (b) (6), (b) (7)(C) to authorize the use of the purchase cards.

Allegation #3 Investigative Results: (b) (6), (b) (7)(C) the budget for the installation of the EV Charging Station was originally \$25,000. (b) (6), (b) (7)(C) quotes and bids from contractors to do the install, which included electrical, concrete, trenching, and landscaping maintenance. (b) (6), (b) (7)(C) submitted those to (b) (6), (b) (7)(C), and requested a contract be used to do the install (b) (6), (b) (7)(C), (b) (5)

(b) (6), (b) (7)(C) had decided (b) (6), (b) (7)(C) did not want to use the in-house contractor to expedite the install but wanted to use the government purchase card to pay for the contractors to do the install. (Exhibit 3)

(b) (6), (b) (7)(C) at the time of the EV Charging Station project (b) (6), (b) (7)(C) reported to (b) (6), (b) (7)(C) for their supervisor, (b) (6), (b) (7)(C). The EV Charging Station installation (b) (6), (b) (7)(C) and the stations were purchased with a GSA contract. The purchase only covered the equipment, not the installation. (b) (6), (b) (7)(C), (b) (5)

(b) (6), (b) (7)(C) stated the determination to not use a government contract was made by (b) (6), (b) (7)(C) not (b) (6), (b) (7)(C) (Exhibit 10)

(b) (6), (b) (7)(C) stated the EV Charging Stations were bought by the EPA, but (b) (6), (b) (7)(C) was unsure how exactly the stations were paid for by the EPA. (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) worked for the facilities team to manage this project (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) role was to facilitate the installation of the station once it was approved for purchase by (b) (6), (b) (7)(C) management. (b) (6), (b) (7)(C) delegated the actual project of the installation to one of (b) (6), (b) (7)(C) employees, in this case it was (b) (6), (b) (7)(C) (Exhibit 12)

(b) (6), (b) (7)(C) summarized (b) (6), (b) (7)(C) role in the purchasing, or paying for services, as reviewing purchases to ensure they benefited the government and were appropriate for the project (b) (6), (b) (7)(C). When questioned if (b) (6), (b) (7)(C) thought the purchases looked suspicious or unusual, (b) (6), (b) (7)(C) stated that no one in the chain of the purchase card(s) thought these purchases were inappropriate, or did not say anything to stop it, and the purchase card oversight committee never brought these purchases to (b) (6), (b) (7)(C) attention. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) denied that there was any push to complete this project or that there was additional emphasis for this specific project. (b) (6), (b) (7)(C) admitted that (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) employees on a regular basis to review their projects, but each employee was responsible for setting their own project goals and expectations. (b) (6), (b) (7)(C) followed up on each employee's progress and tried to ensure the employees were able to stay on track with their project goals and expectations. (b) (6), (b) (7)(C) expectation is that (b) (6), (b) (7)(C), whom are at the (b) (6), (b) (7)(C), can work independently and manage their own work with minimal oversight or guidance from (b) (6), (b) (7)(C) (Exhibit 12)

(b) (6), (b) (7)(C), (b) (5) denied putting additional pressure on (b) (6), (b) (7)(C) or any other employee, to get this project completed. (b) (6), (b) (7)(C) denied asking someone to do anything illegal or to break EPA policies at any point during (b) (6), (b) (7)(C) career. (b) (6), (b) (7)(C) denied that the purchase card was used over bidding this project out for a government contract to give preferential treatment to a specific contract company. (Exhibit 12)

Disposition

This Report of Investigation is being issued to the (b) (6), (b) (7)(C) for review and any administrative actions deemed appropriate.

SECTION B – ENTITIES AND INDIVIDUALS

Name of Person:	(b) (6), (b) (7)(C)
Title & Company:	(b) (6), (b) (7)(C)
Role:	Subject / Supervisor
Business Address:	(b) (6), (b) (7)(C)
Business Phone:	(b) (6), (b) (7)(C)
EPA Employee:	(b) (6), (b) (7)(C)
Name of Person:	(b) (6), (b) (7)(C)
Title & Company:	(b) (6), (b) (7)(C)
Role:	Subject
Business Address:	(b) (6), (b) (7)(C)
Business Phone:	(b) (6), (b) (7)(C)
EPA Employee:	(b) (6), (b) (7)(C)
Name of Person:	(b) (6), (b) (7)(C)
Title & Company:	(b) (6), (b) (7)(C)
Role:	Subject
Business Address:	(b) (6), (b) (7)(C)
Business Phone:	(b) (6), (b) (7)(C)
EPA Employee:	Yes

Name of Person: (b) (6), (b) (7)(C)
Title & Company: (b) (6), (b) (7)(C)
Role: Subject
Business Address: (b) (6), (b) (7)(C)
Business Phone: (b) (6), (b) (7)(C)
EPA Employee: Yes

Name of Person: (b) (6), (b) (7)(C)
Title & Company: (b) (6), (b) (7)(C)
Role: Subject
Business Address: (b) (6), (b) (7)(C)
Business Phone: (b) (6), (b) (7)(C)
EPA Employee: Yes

SECTION C – PROSECUTIVE STATUS

This was an administrative investigation. As such, it was not referred for criminal prosecution.

EXHIBITS

DESCRIPTION	EXHIBITS
Case Initiation [redacted]	1
(b) (6), (b) (7)(C)	2
(b) (6), (b) (7)(C) Transcribed Interview from December 12, 2018	3
(b) (6), (b) (7)(C) EV Charging Station Miscellaneous Purchases	4
(b) (6), (b) (7)(C) Split Concrete Purchase	5
(b) (6), (b) (7)(C) Purchase for Landscaping/ Sod Repair	6
(b) (6), (b) (7)(C) Transcribed Interview from December 12, 2018	7
(b) (6), (b) (7)(C) Transcribed Interview from December 12, 2018	8
(b) (6), (b) (7)(C) provided E-Mails	9
(b) (6), (b) (7)(C) Transcribed Interview from December 12, 2018	10
(b) (6), (b) (7)(C) Purchase of Electrical Supplies	11
(b) (6), (b) (7)(C) Transcribed Interview from December 12, 2018	12



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF INSPECTOR GENERAL

DATE: SEPTEMBER 22, 2020

PREPARED BY: SA (b) (6), (b) (7)(C)

CASE #: OI-HQ-2019-ADM-0088

CROSS REFERENCE #:

TITLE: (b) (6), (b) (7)(C) SES, (b) (6), (b) (7)(C)

CASE CLOSING REPORT

Subject(s)	Location	Other Data
(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)	WASHINGTON, DC	N/A

VIOLATIONS/ALEGATIONS:

1. Willfully using or authorizing the use of a government passenger motor vehicle or aircraft for other than official purposes. [31 U.S.C. 1344]
2. Using Government property or Government employees in duty status for other than official purposes
3. Misuse of an Official Government Vehicle, transporting a family member in an OGV

FINDINGS:

(b) (6), (b) (7)(C)
contacted (b) (6), (b) (7)(C) Special Agent in Charge (SAC), Office of Professional Responsibility (OPR), Office of Investigations (OI), Office of Inspector General (OIG), EPA and alleged (b) (6), (b) (7)(C) may have:

1. On or about 2006, permitted (b) (6), (b) (7)(C) to keep an off the record compensatory time leave bank for (b) (6), (b) (7)(C) and permitted (b) (6), (b) (7)(C) to consistently report in PeoplePlus (b) (6), (b) (7)(C) was working regular hours when, in fact, (b) (6), (b) (7)(C) was taking leave computed from the off the record comp time schedule.

FINDING: (b) (6), (b) (7)(C) stated during (b) (6), (b) (7)(C) interview (b) (6), (b) (7)(C) didn't recall a formal agreement to allow (b) (6), (b) (7)(C) to keep "off the books" compensatory (comp) time. (b) (6), (b) (7)(C), (b) (5)

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(b) (6), (b) (7)(C), (b) (5) (b) (6), (b) (7)(C) stated granting comp time was common twelve years ago. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) was leading (b) (6), (b) (7)(C), (b) (5) at the time. (b) (6), (b) (7)(C) explained (b) (6), (b) (7)(C) probably wouldn't have objected to allowing (b) (6), (b) (7)(C) to accumulate comp time but stated (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) ethics official and timekeeper. As far as a formal or informal agreement, (b) (6), (b) (7)(C) stated (b) (5) (b) (6), (b) (7)(C) it was possible but (b) (6), (b) (7)(C) didn't recall the arrangement.

An examination of EPA order 3155, Pay Administration dated 10/12/1991 provided some guidelines for time and attendance. There were no prohibitions of keeping "off the books" compensatory time. The allegation is twelve years old. (b) (6), (b) (7)(C) was the timekeeper (b) (6), (b) (7)(C). In (b) (6), (b) (7)(C) interview, (b) (6), (b) (7)(C) stated administrative management rules were tightened by the agency and the practice was terminated. This investigation found the allegation not supported.

2. Misused government resources by directing an EPA employee to use an EPA truck to transport (b) (6), (b) (7)(C) boat from (b) (6), (b) (7)(C).

FINDING: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) explained (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) drove a Super Heavy Duty Ram dually pickup truck to transport the (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) purchased the 8 foot dinghy and transported it back to (b) (6), (b) (7)(C) in the bed of the pickup truck. There was no additional cost/expense to the government. This investigation found the allegation not supported.

3. Misused an EPA government vehicle by transporting (b) (6), (b) (7)(C) family, to include (b) (6), (b) (7)(C) family dog, from (b) (6), (b) (7)(C)

FINDING: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) used the GOV when (b) (6), (b) (7)(C) accompanied (b) (6), (b) (7)(C) half a dozen times and on one or two occasions, when (b) (6), (b) (7)(C) wanted to take (b) (6), (b) (7)(C) dog. (b) (6), (b) (7)(C) was shown a ticket for a vehicle (b) (6), (b) (7)(C) used on (b) (6), (b) (7)(C) which noted the vehicle had to be cleaned because of "dog hair." (b) (6), (b) (7)(C) confirmed (b) (6), (b) (7)(C) transported (b) (6), (b) (7)(C) dog on the trip to/from DC. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) tried to vacuum the back seat but was unsuccessful at removing the dog hair.

The 30-day mandatory minimum suspension found in 31 USC 1349(b) requires “willful” misuse. In (b) (6), (b) (7)(C) case, there’s no evidence that (b) (6), (b) (7)(C) knew (b) (6), (b) (7)(C) could not have (b) (6), (b) (7)(C) in the car. (b) (6), (b) (7)(C) stated it was brought to (b) (6), (b) (7)(C) attention transporting (b) (6), (b) (7)(C) may be outside of policy. (b) (6), (b) (7)(C) stated upon being advised, (b) (6), (b) (7)(C) discontinued the use of the GOV to commute. (b) (6), (b) (7)(C) stated traveling by GOV to/from DC was the least expensive mode of travel. This investigation found the allegation was not supported.

DISPOSITION:

All of the allegations in this investigation are not supported. This investigation is closed.



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF INSPECTOR GENERAL**

1301 CONSTITUTION AVE., NW
WASHINGTON, DC 200042

DATE: May 14, 2020

PREPARED BY: SA (b) (6), (b) (7)(C)

CASE #: OI-HQ-2020-ADM-0017

CROSS REFERENCE #: Hotline 2019-0323

TITLE: (b) (6), (b) (7)(C) GS-15, (b) (6), (b) (7)(C)

CASE CLOSING REPORT

Subject(s)	Location	Other Data
(b) (6), (b) (7)(C)	Washington, DC	N.A.

VIOLATION(S):

5 U.S.C. app. 4 §§ 501-505

Outside earned income and activities

ALLEGATION:

On October 22, 2019, the U.S. Environmental Protection Agency (EPA), Office of Inspector General (OIG), Office of Investigations (OI), Washington Field Office, reviewed Hotline complaint 2019-0323. The complainant alleges that EPA employee (b) (6), (b) (7)(C) is engaging in ethical violations concerning (b) (6), (b) (7)(C) involvement as a real estate agent for (b) (6), (b) (7)(C)

FINDINGS:

Open sources searches, consultation with EPA Ethics Office.

DISPOSITION: Unsupported; Closed

The investigation determined (b) (6), (b) (7)(C) has an approved off duty employment authorization to work as a realtor from (b) (6), (b) (7)(C) designated ethics official. According to EPA's Ethics Office, (b) (6), (b) (7)(C) work as a realtor will not conflict with (b) (6), (b) (7)(C) duties in (b) (6), (b) (7)(C) government position. This case is now closed.

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